



Comptroller General
of the United States

Washington, D.C. 20548

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Has further

Decision

Matter of: B & B Devices, Inc.

File: B-260766

Date: June 5, 1995

DECISION

B & B Devices, Inc. protests the manner in which the Defense Logistics Agency, Defense Electronics Supply Center (DESC) procured battery cap assemblies. B & B states that the agency's issuance of two requests for quotations (RFQ), both designated SP0900-95-T-B049 and each for 1,014 assemblies, may have resulted in the exposure to competitors of its price for the first RFQ with prejudicial effects on its chances of obtaining award on the second RFQ. B & B also complains that it was not notified as required by procurement regulations of the cancellation of the first RFQ and a contract award under the second RFQ.

We dismiss the protest.

The first RFQ, issued on January 22, 1995, required the submission of quotations for supplying the battery cap assemblies by February 7. Subsequent to its issuance, the buyer concluded that the RFQ did not contain sufficient testing requirements and, consequently, on February 6, issued another RFQ bearing the same solicitation number and requesting quotations for the assemblies. Quotations were to be submitted by February 20. The additional testing requirements were inadvertently not included in the second RFQ. It was later determined that the first RFQ had actually referenced all necessary testing requirements, contrary to the initial belief. On February 28, a purchase order was issued to Varo, Inc. for the 1,014 assemblies on the basis of its unit price of \$19.00 and a total price of \$19,266.

Unless the protester can establish the existence of competitive prejudice, our Office will not sustain a protest, even if a deficiency in the procurement is evident. Frontier Eng'g, Inc., B-252408, June 24, 1993, 93-1 CPD ¶ 493. B & B has not established, nor could it, that due to the manner in which this procurement was conducted it was prejudiced competitively. B & B contends that a potential disclosure

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of its initial price may have allowed B & B to be underbid. However, this contention is refuted by the facts. B & B submitted an initial unit price of \$20.00 and then lowered this to \$19.25 in response to the second RFQ. Varo submitted the same unit price (\$19.00) in response to both RFQs. Thus, even had B & B's initial price been disclosed, a proposition for which B & B has submitted no evidence and which the appropriate DESC personnel by affidavit deny, such a disclosure would not have been the cause for B & B having been underbid.

Regarding the agency's alleged failures to advise B & B of the cancellation of one of the RFQs and of the award, these did not prejudice B & B and, in any event, are procedural deficiencies which do not affect an--as here--otherwise validly awarded contract. Security Fence Co., B-218587, July 22, 1985, 85-2 CPD ¶ 67; Monopole, S.A., B-252745, July 23, 1993, 93-2 CPD ¶ 51.

The protest is dismissed.



John Van Schaik
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